

# **EXHIBIT B**

### ASSIGNMENT AND ASSUMPTION AGREEMENT

This "Agreement" is made and entered into as of August 16, 1996 by and among KPS Investment Company, Inc., ("Assignor"), Krishan Corporation, a California corporation ("Assignee"), and DAYS INNS OF AMERICA, INC., a Delaware corporation (the "Company").

Recitals. Assignor is the Licensee under a License Agreement, Reservation Equipment Agreement and Master Confidentiality Agreement, all dated December 4, 1992 (collectively, the "License Agreement") with the Company. The License Agreement is attached to this Agreement as Exhibit A and relates to the granting of a Days Inn System license for a lodging facility designated as Unit No. 4703, located at 2460 Fontaine Road, San Jose, California (the "Facility"). Assignor is conveying the Facility to Assignee. Assignor desires to assign the License Agreement to Assignee, which desires to assume and accept the rights and obligations under the License Agreement, effective as of the date of this Agreement.

IN CONSIDERATION of the premises, the mutual promises in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, it is agreed as follows:

1. Assignor assigns, transfers, bargains, sells, and delegates to Assignee all of its rights, title and interest in and to the License Agreement, and its obligations existing and arising in the future, under the License Agreement.

2. Assignee accepts and assumes the rights, benefits and obligations of the Licensee under the License Agreement, effective as of the date of this Agreement, including all existing and future obligations to pay and perform under the License Agreement. Assignor shall remain secondarily liable for payment and performance of the License Agreement. The owner of Assignee has executed the Guaranty attached to this Agreement.

3. To induce the Company to consent to this Agreement and the assignment of the License Agreement, Assignee adopts and makes to the Company the representations and warranties of Licensee set forth in the License Agreement as of the effective date of this Agreement. Assignee is the owner of fee simple title to the Facility as of the effective date of this Agreement. Assignee's owners are shown on Exhibit "B" attached to this Agreement.

4. Assignee will deliver, together with this Agreement, evidence of insurance meeting System Standards, as contemplated under the License Agreement and the Days Inn System Standards Manuals.

5. This Agreement shall be deemed a supplement to and modification of the License Agreement. All references to "the License Agreement" contained therein shall mean and refer to the original form of License Agreement or Reservation Equipment Agreement as the case may be, as modified by any prior amendments and addenda and this Agreement. Except as expressly stated, no further supplements to or modifications of the License Agreement are contemplated by the parties. There are no oral or other written arrangements between the Company and

Assignor except as expressly stated in the License Agreement and any written amendment or addendum thereto included as part of Exhibit "A". The License Agreement, as previously modified, are incorporated by this reference.

6. Assignor and Assignee acknowledge that the Company has not participated in the negotiation and documentation of the transfer transaction between the parties, and has not made any representation or warranty, nor furnished any information to either party. Assignee waives any and all claims against the Company and its officers, directors, shareholders, affiliated corporations, employees and agents arising out of the transfer of the Facility. Assignee expressly acknowledges that the Company was not a participant in such transaction and that the Company has no liability in connection therewith. Assignee acknowledges that it has made such investigations of Assignor and the Facility as it believes appropriate.

7. Any notice required under the License Agreement to be sent to Assignee shall be directed to:

Krishan Corporation  
2460 Fontaine Road  
San Jose, CA 95121  
Attn: Mr. Pete Patel

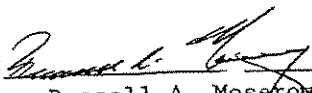
8. The Company consents to the assignment and assumption of the License Agreement as provided in this Agreement. No waivers of performance or extensions of time to perform are granted or authorized. The Company will treat Assignee as the Licensee under the License Agreement.


9. A replacement Declaration of License Agreement will be properly executed and notarized by Assignee concurrently with this Agreement or upon the Company's request, releasing the Declaration of Assignor.

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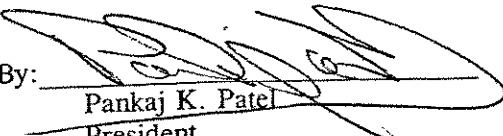
IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement effective as of the date first above written.


**THE COMPANY:**  
**DAYS INNS OF AMERICA, INC.**

By:   
Russell A. Moserowitz  
Vice President  
Franchise Compliance


Attest: 

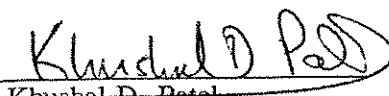
**ASSIGNOR:**  
**KPS Investment Company**

By:   
Pankaj K. Patel  
President

Attest:   
Khushal D. Patel  
Secretary

**ASSIGNEE:**  
**Krishan Corporation**

By:   
Pankaj K. Patel  
President

Attest:   
Khushal D. Patel  
Secretary

# EXHIBIT C

Unit#: 4703-13718-1

Location: San Jose, CA

**REINSTATEMENT AGREEMENT**

This REINSTATEMENT AGREEMENT (the "Agreement") is dated as of <sup>June 22</sup> ~~May~~, 2004 (the "Effective Date") between DAYS INNS WORLDWIDE, INC., a Delaware corporation ("we," "us" or "our") and KRISHAN CORPORATION, a California corporation ("you" or "your").

**Recitals.** This Agreement relates to a License Agreement, dated December 4, 1992 and assigned on August 16, 1996 (the "License Agreement") granting you a Days® System License (the "License") to operate a Days guest lodging facility located at 2460 Fontaine Road, San Jose, California, 95121, and designated as Unit #4703-13718-1 (the "Facility"). We terminated the License Agreement on February 27, 2004 for outstanding monetary issues. However, we now propose to reinstate your License under this Agreement. The License Agreement is incorporated by reference into this Agreement.

1. **Reinstatement Date.** The License will be reinstated effective February 27, 2004 (the "Reinstatement Date"). You and we will resume performance of our obligations under the License Agreement and the ancillary agreements for the Facility as of that date.

2. **Payment of Outstanding Fees and Charges.** (a) You acknowledge your obligation to pay us the amount of \$117,674.63 to resolve your obligation to pay all outstanding Recurring Fees and charges due under the License Agreement. DIW has attached an itemized statement detailing the fees past due.

(i) You will pay to us the amount of \$50,000.00 in partial settlement of this obligation. You will pay this amount via electronic wire transfer by May 25, 2004.

(ii) You will execute and deliver to DIW the Promissory Note in the amount of \$67,674.63 (the "Note") attached to this Agreement. The Note will be due and payable on November 1, 2004 unless the Note is cancelled under the terms specified in the Note. You authorize us to use the Automated Clearing House funds transfer system to pay fees due as specified in the Note. You will execute and complete the attached Addendum to the License Agreement for Electronic Funds Transfers ("Exhibit A").

3. **Representations and Warranties.** You represent and warrant to us that: (a) you have reported the Gross Room Revenues of the Facility accurately and correctly calculated the fees due during the term of the License Agreement; (b) you and your agents have not disclosed or made unauthorized copies of any Confidential Materials in violation of the License Agreement; (c) no consent of any third party is required to enter into this Agreement; (d) you have not filed a lawsuit or arbitration demand against us, our parent companies or affiliates; (e) you are not the subject of any pending bankruptcy, receivership, composition, assignment or similar proceeding; (f) you have obtained the necessary corporate authorization to execute and perform this Agreement; and (g) the persons negotiating and executing this Agreement on your behalf have been duly authorized by your owners.

4. **Confidentiality.** You acknowledge that the existence of this Agreement and the granting of the benefits herein are strictly confidential between us and you. Part of the consideration received by you for granting the benefits is your obligation to maintain confidentiality about this Agreement and its benefits. Therefore, you agree not to disclose to any person or entity the existence or subject matter of this Agreement, or the benefits granted hereunder, except under compulsion of law or to attorneys or accountants as needed for assistance with representation of or advice to you. Within your organization, information about this

Agreement will be disclosed to agents, officers, affiliates and contractors on a "need to know" basis only. If you violate this confidentiality obligation, no further benefits will be available from that time and thereafter, to the extent that the benefits have not then been fully utilized, and it will be obligated to refund to us the amount of benefits granted herein previously utilized upon written notice from us.

5. General Release. (a) By entering into this Agreement, you, for yourself and your successors and assigns, hereby release and waive any claims and causes of action against us, our officers, directors, employees, agents, shareholders and affiliates arising out of the offer, sale, execution, delivery, performance and termination of the License, the License Agreement and the related agreements regarding the Facility. This release applies only to those claims that were or could have been asserted relating to the Facility.

(b) Subject to your complete performance of your obligations under this Agreement, the License Agreement and any other Facility-related agreements, we, for ourselves and our successors and assigns, hereby release and waive any claims and causes of action against you arising out of the offer, sale, execution, delivery, performance and termination of the License, the License Agreement and the related agreements regarding the Facility. This release applies only to those claims that were or could have been asserted relating to the Facility.

6. Survival. Despite the mutual releases provided in Section 6, the parties agree that (a) the indemnification obligations specified in the License Agreement continue in full force for any events occurring during the period in which the License Agreement was in effect or for any events occurring during the period the Facility was operated using the Marks; and (b) the benefits of all insurance policies you obtained for the Facility accrue to us for events occurring during the period in which the License Agreement was in effect or for any events occurring during the period the Facility was operated using the Marks.

7. Consultation with Counsel. You acknowledge that they have consulted with, or had the opportunity to consult with, legal counsel of your own selection about this Agreement. You understand how this Agreement will affect your legal rights and voluntarily enter into this Agreement with such knowledge and understanding.

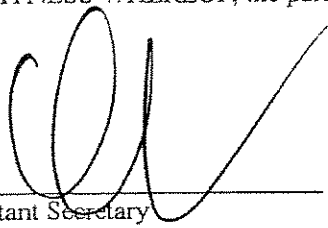
8. Consent to Jurisdiction. This Agreement will be governed by and interpreted under New Jersey law. The parties hereby consent and waive all objections to the non-exclusive personal jurisdiction of, and venue in, the United States District Court of New Jersey and the state courts situated in Morris County, New Jersey for the purposes of all cases and controversies involving this Agreement and its enforcement.

9. Execution in Counterparts. To facilitate execution of this Agreement by geographically separated parties, this Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures on behalf of each party appear on each counterpart; but it shall be sufficient that the signature on behalf of each party appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures on behalf of all the parties hereto. All facsimile executions shall be treated as originals for all purposes.

10. Capitalized Terms. Capitalized terms not otherwise defined in this Agreement shall have the meaning assigned to that term in the License Agreement.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated in the preamble.

Attest:

  
Assistant Secretary

DAYS INNS WORLDWIDE, INC.

By:

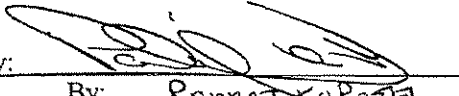
  
Birgit Gentile  
Senior Vice President  
Franchise Administration

KRISHAN CORPORATION

Attest:

  
Attest

By:

  
By: PANKAJ K. PATEL  
Title: OWNER



# **EXHIBIT D**

LA

**GUARANTY**

As an inducement to Days Inns of America, Inc. (the "Company") to execute the foregoing Assignment and Assumption Agreement, the undersigned, jointly and severally, hereby irrevocably and unconditionally (i) warrant to the Company and its successors and assigns that all of Assignee's representations and warranties in the Assignment and Assumption Agreement are true and correct as stated, and (ii) guaranty that all of Assignee's obligations as the substituted Licensee (hereinafter referred to as "Licensee") under the License Agreement, including any amendments thereto whenever made (the "Agreement"), will be punctually paid and performed.

Upon default by Licensee and notice from the Company, the undersigned will immediately make each payment and perform or cause Licensee to perform, each obligation required of Licensee under the Agreement. Without affecting the obligations of the undersigned under this Guaranty, the Company may without notice to the undersigned extend, modify or release any indebtedness or obligation of Licensee, or settle, adjust or compromise any claims against Licensee. The undersigned waive notice of amendment of the Agreement, the giving of notice or demand by the Company for payment or performance by Licensee, and acknowledge that Section 17 of the Agreement, including Section 17.6, "Waiver of Jury Trial", applies to this Guaranty.

Upon the death of an individual guarantor, the estate of such guarantor will be bound by this guaranty but only for defaults and obligations hereunder existing at the time of death, and the obligations of all other guarantors will continue in full force and effect.


The undersigned will not seek or accept indemnity, reimbursement or subrogation against Licensee for any amount paid under this instrument unless and until 367 days have elapsed from the date the Company receives payment of such amount.

IN WITNESS WHEREOF, each of the undersigned has signed this Guaranty as of the date of the above Agreement.

WITNESSES:



GUARANTORS:



Pankaj K. Patel, Individually

# **EXHIBIT E**



Days Inns Worldwide, Inc.  
1 Sylvan Way  
Parsippany, New Jersey 07054-0278  
FRANCHISE ADMINISTRATION

ZZ445X APR 12, 2006 ACT WT LTR #PK 1  
SERVICE 2DA BILL WT LTR  
TRACKING# 1Z22445X0252470319 ALL CURRENCY USD  
COST CENTER: 006-5072  
REF 2: SENT BY COMPLIANCE

HANDLING CHARGE 0.00  
REFERENCE RATE CHARGES: SERVICE 4.75 USD  
DV 0.00 COD 0.00 RS 0.00  
DC 0.00 HZMT 0.00 SD 0.00  
AH 0.00 NTFY 0.00 SP 0.00  
TOT REF CHG 4.75 REF+HANDLING 4.75

April 12, 2006

Mr. Pankaj K. Patel  
Krishan Corporation  
P.O. Box 40  
Pleasanton, CA 94566

IL

**Re: NOTICE OF MONETARY DEFAULT relating to Days® Unit #4703-13718-1 located in San Jose, CA (the "Facility")**

Dear Mr. Patel:


I write on behalf of Days Inns Worldwide, Inc. ("we," "our" or "us") regarding the License Agreement dated December 4, 1992 and assigned on August 16, 1996, between Krishan Corporation ("you" or "your") and us (the "Agreement"). We write to give you formal notice that you are in default under the Agreement.

The Agreement requires you to timely pay us the Recurring Fees and other charges relating to your operation of the Facility under the System. Our Financial Services Department advises us that as of April 10, 2006 your account is past due in the amount of \$33,954.38. We have enclosed an itemized statement detailing the fees past due. Under the Agreement, you have 30 days to pay this amount to us in order to cure your default. If you do not pay this amount within the time permitted, we reserve all rights under the terms of the Agreement including but not limited to termination of the Agreement and your right to operate in the Days System.

This Notice does not modify, replace, or affect any default under the Agreement, or any other default and termination notices, if any, from us or any of our affiliates regarding the Facility. We also reserve the right to take any interim steps permitted under the Agreement because of your default, such as suspending the Facility's access to our central reservation system. By copy of this letter, we are also informing your lender with which we have an agreement regarding the Facility of the default.

We hope you will take this opportunity to restore your good standing under the Agreement. If you have any questions regarding your default or how it can be timely cured, please call Rob Spence, Financial Services Manager, at (973) 496-7028.

Sincerely yours,

  
Kathy Cox  
Senior Director  
Franchise Administration

Enclosure

cc: Nomura Asset Capital Corporation (Lender)  
Joseph R. Kane, Jr.  
Rob Spence

7001 0360 000333585356

# **EXHIBIT F**



Days Inns Worldwide, Inc.  
1 Sylvan Way  
Parsippany, New Jersey 07054

Tel 1-866-582-9104  
Fax (973) 496-5345

FRANCHISE ADMINISTRATION

June 23, 2006

VIA CERTIFIED MAIL

Mr. Pankaj K. Patel  
Krishan Corporation  
P.O. Box 40  
Pleasanton, CA 94566

7001 0360 0003 83 58 6868

**Re: NOTICE OF CONTINUING MONETARY DEFAULT relating to Days® Unit #4703-13718-1 located in San Jose, CA (the "Facility")**

Dear Mr. Patel:

I write on behalf of Days Inns Worldwide, Inc. ("we", "our" or "us") regarding the License Agreement dated December 4, 1992 and assigned on August 16, 1996, between Krishan Corporation ("you" or "your") and us (the "Agreement"). You will recall that, on April 12, 2006, we sent you a default notice because of your failure to meet your financial obligations to us. That notice required you to cure the default within thirty days. However, you did not cure your default within the time permitted.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement (including your License to operate the Facility as a Days facility) immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of 30 days from the date of this letter to cure your default. Please be advised that as of June 16, 2006 your account is now past due in the amount of \$48,501.72. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination.

By copy of this letter, we are also informing your lender with which we have an agreement regarding the Facility of your default.

We hope you will take this opportunity to resolve your monetary default. If you have any questions, please call Rob Spence, Financial Services Manager, at (973) 496-7028.

Sincerely yours,

Kathy Cox  
Senior Director  
Franchise Administration

Enclosure

cc: Nomura Asset Capital Corporation (Lender)  
Joseph R. Kane, Jr.  
Rob Spence

22445X JUN 23, 2006 ACT WT LTR #PK 1  
SERVICE 2DA BILL WT LTR  
TRACKING# 1Z22445X0254631730 ALL CURRENCY USD  
COST CENTER: 006-5072  
REF 2: SENT BY COMPLIANCE

HANDLING CHARGE	0.00	SERVICE	4.75 USD
REFERENCE RATE CHARGES:			
DY 0.00	COD 0.00	RS	0.00
DC 0.00	HZMT 0.00	SD	0.00
AH 0.00	NTFY 0.00	SP	0.00
TOT REF CHG	4.75	REF+HANDLING	4.75

# **EXHIBIT G**



Days Inns Worldwide, Inc.  
1 Sylvan Way  
Parsippany, New Jersey 07054

FRANCHISE ADMINISTRATION

Phone (973) 753-8100  
Fax (800) 643-2107

December 28, 2006

VIA CERTIFIED MAIL

Mr. Pankaj K. Patel  
Krishan Corporation  
P.O. Box 40  
Pleasanton, CA 94566

2001 0360 0003 3358 0726

**Re: NOTICE OF MONETARY DEFAULT** relating to Days® Unit #4703-13718-1 located in San Jose, CA (the "Facility")

Dear Mr. Patel:

I write on behalf of Days Inns Worldwide, Inc. ("we," "our," or "us") regarding the License Agreement dated December 4, 1992 and assigned on August 16, 1996, between Krishan Corporation ("you" or "your") and us (the "Agreement"). We write to give you formal notice that you are in default under the Agreement.

The Agreement requires you to timely pay us the Recurring Fees and other charges relating to your operation of the Facility under the System. Our Financial Services Department advises us that as of December 27, 2006 your account is past due in the amount of \$70,118.61. We have enclosed an itemized statement detailing the fees past due. Under the Agreement, you have 30 days to pay this amount to us in order to cure your default. If you do not pay this amount within the time permitted, we reserve all rights under the terms of the Agreement including but not limited to termination of the Agreement and your right to operate in the Days System.

This Notice does not modify, replace, or affect any default under the Agreement, or any other default and termination notices, if any, from us or any of our affiliates regarding the Facility. We also reserve the right to take any interim steps permitted under the Agreement because of your default. By copy of this letter, we are also informing your lender with which we have an agreement regarding the Facility of your default.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please call Rob Spence, Financial Services Manager, at (973) 753-7646.

Sincerely yours,

*Valerie Capers Workman*  
Valerie Capers Workman  
Vice President  
Franchise Administration

Enclosure

cc: Nomura Asset Capital Corporation (Lender)  
Joseph R. Kane, Jr.  
Rob Spence

22445X DEC 27, 2006 ACT WT LTR HPK 1  
SERVICE 2DA BILL WT LTR  
TRACKING# 1222445X0254256082 ALL CURRENCY USD  
COST CENTER: 006-5072  
REF 2: SENT BY COMPLIANCE  
HANDLING CHARGE 0.00  
REFERENCE RATE CHARGES:  
DV 0.00 COD 0.00 RS 0.00  
DC 0.00 HZMT 0.00 SD 0.00  
AH 0.00 NTFY 0.00 SP 0.00  
TOT REF CHG 4.75 REF+HANDLING 4.75



# EXHIBIT H



Wyndham Hotel Group  
Franchise Administration  
1 Sylvan Way  
Parsippany, NJ 07054  
800.880.9445 Fax

June 26, 2007

Mr. Pankaj K. Patel  
Krishan Corporation  
P.O. Box 40  
Pleasanton, CA 94566

VIA CERTIFIED MAIL

7001 0360 0003 3358 4267

**Re: NOTICE OF MONETARY DEFAULT relating to Days® Unit #4703-13718-1 located in San Jose, CA (the "Facility")**

Dear Mr. Patel:

I write on behalf of Days Inns Worldwide, Inc. ("we," "our," or "us") regarding the License Agreement dated December 4, 1992 and assigned on August 16, 1996, between Krishan Corporation ("you" or "your") and us (the "Agreement"). We write to give you formal notice that you are in default under the Agreement.

The Agreement requires you to timely pay us the Recurring Fees and other charges relating to your operation of the Facility under the System. Our Financial Services Department advises us that as of June 22, 2007, your account is past due in the amount of \$114,645.87. We have enclosed an itemized statement detailing the fees past due. Under the Agreement, you have 30 days to pay this amount to us in order to cure your default. If you do not pay this amount within the time permitted, we reserve all rights under the terms of the Agreement including but not limited to termination of the Agreement and your right to operate in the Days System.

This Notice does not modify, replace, or affect any default under the Agreement, or any other default and termination notices, if any, from us or any of our affiliates regarding the Facility. We also reserve the right to take any interim steps permitted under the Agreement because of your default. By copy of this letter, we are also informing your lender with which we have an agreement regarding the Facility of your default.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please call Rob Spence, Financial Services Manager, at (973) 753-7646.

Sincerely yours,

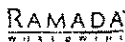
*Valerie Capets Workman*  
Valerie Capets Workman  
Vice President  
Franchise Administration

Enclosure

cc: Nomura Asset Capital Corporation (Lender)  
Ken Greene.  
Rob Spence

22445X JUN 22, 2007 ACT WT LTR #PK 1  
SERVICE ZDA BILL WT LTR  
TRACKING 1222445X0254280413 ALL CURRENCY USD  
COST CENTER: 006-5072  
REF 2: SENT BY COMPLIANCE

HANDLING CHARGE 0.00	SERVICE 4.68 USD
REFERENCE RATE CHARGES:	RS 0.00
DV 0.00	SD 0.00
DC 0.00	SP 0.00
AH 0.00	REF+HANDLING 4.68
TOT REF CHG 4.68	



# **EXHIBIT I**



Agreement between  
Days Inns Worldwide, Inc.  
and Krishan Corporation  
dated December 4, 1992  
and assigned on August 16, 1996

August 28, 2007

**VIA CERTIFIED MAIL**

Mr. Pankaj K. Patel  
Krishan Corporation  
P.O. Box 40  
Pleasanton, CA 94566

**Re: NOTICE OF CONTINUING MONETARY DEFAULT relating to Days® Unit #4703-13718-1 located in San Jose, CA (the "Facility")**

Dear Mr. Patel:

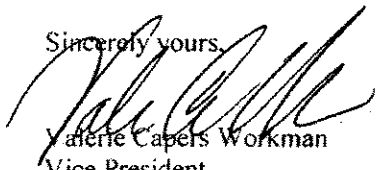
I write on behalf of Days Inns Worldwide, Inc. ("we," "us," or "our") regarding the License Agreement dated December 4, 1992 and assigned on August 16, 1996, between Krishan Corporation ("you" or "your") and us (the "Agreement"). You will recall that, on June 26, 2007, we sent you a default notice because of your failure to meet your financial obligations to us. That notice required you to cure the default within thirty days. However, you did not cure your default within the time permitted.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement (including your License to operate the Facility as a Days facility) immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of 30 days from the date of this letter to cure your default. Please be advised that as of August 21, 2007 your account is now past due in the amount of \$134,828.64. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination.

By copy of this letter, we are also informing your lender with which we have an agreement regarding the Facility of your default.

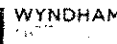
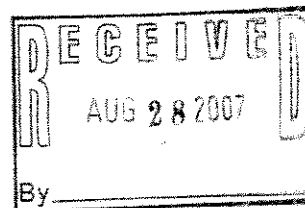
We hope you will take this opportunity to resolve your monetary default. If you have any questions, please call Rob Spence, Financial Services Manager, at (973) 753-7646.

Sincerely yours,

  
Valerie Capers Workman  
Vice President  
Franchise Administration

Enclosure

cc: Nomura Asset Capital Corporation (Lender)  
Ken Greene  
Rob Spence



# **EXHIBIT J**

Report Date : 22-OCT-07

ITEMIZED STATEMENT  
-----

As of Date (DD-MMM-YYYY) : 22-OCT-2007  
Customer No : 04703-13718-01-DAY  
Category Set :  
Category Group :  
Group No :  
Bankruptcy : No Bankruptcy Sites  
Disputed : No

Report Date : 22-OCT-07

## ITEMIZED STATEMENT

Customer No : 04703-13718-01-DAY  
 Address : PO BOX 40, PLEASANTON, CA, 94566-0340, US  
 As of Date: 22-OCT-2007

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
MAR-2006	IN1651664-001	14-MAR-06	REFRESH HARDWAR		159.22	13.14	420.73	593.09
	IN1651664-002	14-MAR-06	REFRESH SOFTWARE		0.00	0.00	34.89	34.89
	IN1651664-003	14-MAR-06	REFRESH SERVICE		0.00	0.00	253.60	253.60
	IN1651664-004	14-MAR-06	H/W REFRESH WAR		0.00	0.00	82.78	82.78
	IN1651664-005	14-MAR-06	REFRESH SHIPIN		0.00	0.00	29.31	29.31
	IN1651748-001	15-MAR-06	MAR-PPU HARDWAR		33.70	2.78	4.73	41.21
	IN1653873-001	28-MAR-06	MAR-PPU INTER-N		19.95	0.00	4.41	24.36
	IN1653873-002	28-MAR-06	MAR-HSS SOFTWARE		101.25	8.35	22.95	132.55
	IN1659645-001	30-MAR-06	TRIPREWARDS 5% C		230.84	0.00	50.90	281.74
	TA3105261-001	31-MAR-06	T/A COMMISSIONS		137.29	0.00	30.29	167.58
	TP4105261-001	31-MAR-06	GDS & INTERNET		33.00	0.00	7.29	40.29
	FC0352381-001	31-MAR-06	FINANCE CHARGE		228.70	0.00	0.00	228.70
			Sub Total		943.95	24.27	941.88	1910.10
APR-2006	IN1680605-001	20-APR-06	APR-PPU HARDWAR		33.70	2.78	8.09	44.57
	IN1673368-003	27-APR-06	TRIPREWARDS 5% C		228.61	0.00	50.39	279.00
	IN1673368-001	27-APR-06	APR-HSS SOFTWARE		101.25	8.35	24.15	133.75
	IN1673368-002	27-APR-06	APR-PPU INTER-N		19.95	0.00	4.41	24.36
	TA3111357-001	28-APR-06	T/A COMMISSIONS		71.86	0.00	15.83	87.69
	TP4111357-001	28-APR-06	GDS & INTERNET		27.00	0.00	5.99	32.99
	MV1011505-002	30-APR-06	MARKETING FEE		1128.23	0.00	248.78	1377.01
	MV1011505-003	30-APR-06	RESERVATION FEE		1730.00	0.00	381.50	2111.50
	MV1011505-001	30-APR-06	ROYALTY FEE		3760.77	0.00	829.23	4590.00
	FC0355976-001	30-APR-06	FINANCE CHARGE		269.33	0.00	0.00	269.33
			Sub Total		7370.70	11.13	1568.37	8950.20
MAY-2006	IN1680044-001	17-MAY-06	MAY-PPU HARDWAR		33.70	2.78	8.09	44.57
	IN1682517-001	24-MAY-06	MAY-HSS SOFTWARE		101.25	8.35	24.15	133.75
	TP4117496-001	25-MAY-06	GDS & INTERNET		3.50	0.00	0.73	4.23
	TA3117496-001	25-MAY-06	T/A COMMISSIONS		11.80	0.00	2.60	14.40
	MV1019843-002	31-MAY-06	MARKETING FEE		1193.52	0.00	263.16	1456.68
	MV1019843-003	31-MAY-06	RESERVATION FEE		1830.05	0.00	403.55	2233.60
	FC0359497-001	31-MAY-06	FINANCE CHARGE		415.72	0.00	0.00	415.72

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JUN-2006	MV1019843-001	31-MAY-06	ROYALTY FEE		3978.38		877.22	4855.60
	IN1688357-001	31-MAY-06	MAY-PPU INTER-N		19.95		4.41	24.36
	IN1688357-002	31-MAY-06	TRIPREWARDS 5%C		231.98		51.19	283.17
			Sub Total		7819.85	11.13	1635.10	9466.08
	IN1694875-001	15-JUN-06	JUN-PPU HARDWAR		33.70	2.78	8.09	44.57
	IN1697295-001	28-JUN-06	JUN-HSS SOFTWARE		101.25	8.35	24.15	133.75
	IN1697295-002	28-JUN-06	JUN-PPU INTER-N		19.95	0.00	4.41	24.36
	IN1703101-001	29-JUN-06	TRIPREWARDS 5%C		183.88	0.00	40.55	224.43
	TP4120225-001	29-JUN-06	GDS & INTERNET		4.50	0.00	1.00	5.50
	TA3120225-001	29-JUN-06	T/A COMMISSIONS		116.46	0.00	25.73	142.19
JUL-2006	MV1019844-001	30-JUN-06	ROYALTY FEE		4214.66	0.00	929.36	5144.02
	FC0362904-001	30-JUN-06	FINANCE CHARGE		481.40	0.00	0.00	481.40
	MV1019844-002	30-JUN-06	MARKETING FEE		1264.40	0.00	278.83	1543.23
	MV1019844-003	30-JUN-06	RESERVATION FEE		1938.73	0.00	427.48	2366.21
			Sub Total		8358.93	11.13	1739.60	10109.66
	IN1711885-004	25-JUL-06	TRIPREWARDS 5%C		255.54	0.00	53.26	308.80
	IN1711885-003	25-JUL-06	ON-LINE LIBRARY		100.00	0.00	20.85	120.85
	IN1711885-002	25-JUL-06	JLY-PPU HARDWAR		33.70	2.78	7.65	44.13
	IN1711885-001	25-JUL-06	JLY-HSS SOFTWARE		101.25	8.35	22.84	132.44
	TP4126439-001	31-JUL-06	GDS & INTERNET		3.50	0.00	0.68	4.18
AUG-2006	FC0366184-001	31-JUL-06	FINANCE CHARGE		412.81	0.00	0.00	412.81
	TA3126439-001	31-JUL-06	T/A COMMISSIONS		53.63	0.00	10.99	64.62
	IN1717853-001	31-JUL-06	JLY-PPU INTER-N		19.95	0.00	4.11	24.06
			Sub Total		980.38	11.13	120.38	1111.89
	7578	14-AUG-06	Unapplied		(172.36)	0.00	0.00	(172.36)
	21002633	22-AUG-06	TRIPREWARDS 5%C		271.41	0.00	49.41	320.82
	40016369	31-AUG-06	5033A-HSS SOFTW		101.25	8.35	19.93	129.53
			Sub Total					

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 As of Date: 22-OCT-2007

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
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SEP-2006	40016430	31-AUG-06	5052A-HARDWARE		33.70	2.78	6.68	43.16
	40016434	31-AUG-06	5042A-PPU INTER		19.95	0.00	3.64	23.59
	40000461	31-AUG-06	Actual-1800A-RE		2103.90	0.00	391.23	2495.13
	40000462	31-AUG-06	Actual-1210A-MA		1372.11	0.00	255.16	1627.27
	40000483	31-AUG-06	Actual-1000A-RO		4573.70	0.00	850.50	5424.20
	3132613	31-AUG-06	T/A COMMISSIONS		176.39	0.00	32.10	208.49
	4132613	31-AUG-06	GDS & INTERNET		40.00	0.00	7.28	47.28
			Sub Total		8520.05	11.13	1615.93	10147.11
	21005470	22-SEP-06	TRIPREWARDS 5% C		548.09	0.00	91.28	639.37
	21004623	22-SEP-06	TRIPREWARDS FNS		(49.64)	0.00	0.00	(49.64)
OCT-2006	10029717	29-SEP-06	GUEST SRVCS PRO		25.00	0.00	4.19	29.19
	10029721	29-SEP-06	GUEST SRVCS PRO		25.00	0.00	4.19	29.19
	10029724	29-SEP-06	GUEST SRVCS PRO		25.00	0.00	4.19	29.19
	TA3138816	29-SEP-06	T/A COMMISSIONS		60.66	0.00	10.10	70.76
	4138816	29-SEP-06	GDS & INTERNET		13.80	0.00	2.28	16.08
	40042462	30-SEP-06	5052A-HARDWARE		33.70	2.78	6.11	42.59
	40042466	30-SEP-06	5042A-PPU INTER		19.95	0.00	3.33	23.28
	40042459	30-SEP-06	5033A-HSS SOFTW		101.25	8.35	18.24	127.84
	40030195	30-SEP-06	Actual-1800A-RE		1912.82	0.00	318.49	2231.31
	40030197	30-SEP-06	Actual-1210A-MA		1247.49	0.00	207.72	1455.21
	40030196	30-SEP-06	Actual-1000A-RO		4158.30	0.00	692.33	4850.63
			Sub Total		8121.42	11.13	1362.45	9495.00
OCT-2006	30015609	06-OCT-06	REFRESH SHIPPIN		0.00	0.00	2.52	2.52
	30015646	06-OCT-06	REFRESH SERVICE		0.00	0.00	75.00	75.00
	22008018	22-OCT-06	TRIPREWARDS 5% C		463.09	0.00	70.18	533.27
	4148636	29-OCT-06	GDS & INTERNET		43.35	0.00	6.56	49.91
	TA3148636	29-OCT-06	T/A COMMISSIONS		88.23	0.00	13.37	101.60
	40058361	31-OCT-06	Actual-1800A-RE		1895.48	0.00	287.16	2182.64
	40053488	31-OCT-06	Actual-1210A-MA		1236.18	0.00	187.27	1423.45
	40053538	31-OCT-06	Actual-1000A-RO		4120.60	0.00	624.28	4744.88
	40059453	31-OCT-06	5033A-HSS SOFTW		101.25	8.35	16.59	126.19
			Sub Total		8121.42	11.13	1362.45	9495.00

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 As of Date: 22-OCT-2007

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
NOV-2006	40057669	31-OCT-06	5052A-HARDWARE		33.70	2.78	5.56	42.04
	40057320	31-OCT-06	5042A-PFU INTER		19.95	0.00	3.03	22.98
			Sub Total		8001.83	11.13	1291.52	9304.48
NOV-2006	30030808	08-NOV-06	2007 DIW CONFER		895.00	0.00	128.44	1023.44
	21009642	22-NOV-06	TRIPREWARDS 5% C		232.52	0.00	31.62	264.14
	40104864	30-NOV-06	5042A-PFU INTER		19.95	0.00	2.72	22.67
	40106020	30-NOV-06	5052A-HARDWARE		33.70	2.78	4.99	41.47
	40105495	30-NOV-06	Accrual-1800A-R	*	1693.35	0.00	230.31	1923.66
	TA3154895	30-NOV-06	T/A COMMISSIONS		13.11	0.00	1.78	14.89
	4154895	30-NOV-06	GDS & INTERNET		9.30	0.00	1.25	10.55
	40081720	30-NOV-06	Accrual-1210A-M	*	1104.36	0.00	150.22	1254.58
	40085719	30-NOV-06	5033A-HSS SOFTW		101.25	8.35	14.89	124.49
	40080870	30-NOV-06	Accrual-1000A-R	*	3681.20	0.00	500.66	4181.86
			Sub Total		7783.74	11.13	1066.88	8861.75
DEC-2006	30038738	12-DEC-06	MANDATORY PHOTO		950.00	78.38	139.88	1168.26
	30040740	19-DEC-06	Q/A REINSPECTIO		750.00	0.00	90.40	840.40
	21010956	22-DEC-06	TRIPREWARDS 5% C		279.57	0.00	33.66	313.23
	40122519	31-DEC-06	5052A-HARDWARE		33.70	2.78	4.42	40.90
	40122513	31-DEC-06	5033A-HSS SOFTW		101.25	8.35	13.20	122.80
	40118120	31-DEC-06	Accrual-1800A-R	*	1810.88	0.00	218.21	2029.09
	40118352	31-DEC-06	Accrual-1210A-M	*	1181.01	0.00	142.34	1323.35
	40118116	31-DEC-06	Accrual-1000A-R	*	3936.70	0.00	474.38	4411.08
	40122537	31-DEC-06	5042A-PFU INTER		19.95	0.00	2.41	22.36
			Sub Total		9063.06	89.51	1118.90	10271.47
JAN-2007	21015430	22-JAN-07	TRIPREWARDS 5% C		141.30	0.00	15.05	156.35
	30049497	24-JAN-07	2007 Training L		60.00	0.00	6.39	66.39
	40166828	31-JAN-07	Accrual-1000A-R	*	3515.80	0.00	374.43	3890.23

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
FEB-2007	40166744	31-JAN-07	Accrual-1210A-M	*	1054.74	0.00	112.33	1167.07
	40166743	31-JAN-07	Accrual-1800A-R	*	1617.27	0.00	172.25	1789.52
	40181719	31-JAN-07	5042A-PPU INTER		19.95	0.00	2.13	22.08
	40183260	31-JAN-07	5033A-HSS SOFTW		101.25	8.35	11.66	121.26
			Sub Total		6510.31	8.35	694.24	7212.90
FEB-2007	40192357	06-FEB-07	5052A-HARDWARE		33.70	2.78	3.91	40.39
	21018673	22-FEB-07	TRIPREWARDS 5% C		74.75	0.00	6.80	81.55
	40198427	28-FEB-07	Accrual-1000A-R	*	3004.45	0.00	273.41	3277.86
	40198676	28-FEB-07	Accrual-1210A-M	*	901.34	0.00	82.02	983.36
	40198675	28-FEB-07	Accrual-1800A-R	*	1382.05	0.00	125.76	1507.81
MAR-2007	40209288	28-FEB-07	5052A-HARDWARE		33.70	2.78	3.34	39.82
	40209473	28-FEB-07	5033A-HSS SOFTW		105.41	8.70	10.38	124.49
			Sub Total		5535.40	14.26	505.62	6055.28
	21021430	22-MAR-07	TRIPREWARDS 5% C		10.85	0.00	0.82	11.67
	40226239	31-MAR-07	Accrual-1000A-R	*	3030.00	0.00	230.29	3260.29
MAR-2007	40226154	31-MAR-07	Accrual-1210A-M	*	909.00	0.00	69.10	978.10
	40226234	31-MAR-07	Accrual-1800A-R	*	1393.80	0.00	105.93	1499.73
	40234676	31-MAR-07	5052A-HARDWARE		33.70	2.78	2.79	39.27
	40234882	31-MAR-07	5033A-HSS SOFTW		105.41	8.70	8.67	122.78
			Sub Total		5482.76	11.48	417.60	5911.84
APR-2007	30066805	18-APR-07	REFRESH HARDWAR		(159.22)	(13.14)	0.00	(172.36)
	30067068	19-APR-07	REFRESH HARDWAR		3218.85	265.56	210.81	3695.22
	30067033	19-APR-07	REFRESH SOFTWAR		250.00	20.63	16.36	286.99
	30067055	19-APR-07	REFRESH SERVICE		3700.00	0.00	223.85	3923.85
	30067063	19-APR-07	H/W REFRESH WAR		551.90	0.00	33.38	585.28
APR-2007	30067034	19-APR-07	REFRESH SHIPPIN		265.26	0.00	16.05	281.31
	21021684	22-APR-07	TRIPREWARDS 5% C		7.70	0.00	0.47	8.17

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
MAY-2007	40245676	30-APR-07	5052A-HARDWARE		33.70	2.78	2.22	38.70
	40263248	30-APR-07	Accrual-1800A-R	*	1482.19	0.00	89.66	1571.85
	40263682	30-APR-07	Accrual-1210A-M	*	966.65	0.00	58.48	1025.13
	40263685	30-APR-07	Accrual-1000A-R	*	3222.15	0.00	194.93	3417.08
	40245697	30-APR-07	5033A-HSS SOFTW		105.41	8.70	6.90	121.01
			Sub Total		13644.59	284.53	853.11	14782.23
MAY-2007	21025743	22-MAY-07	TRIPREWARDS 5%		108.35	0.00	4.94	113.29
	10083688	25-MAY-07	GUEST SATISFACT		44.00	0.00	2.00	46.00
	10083911	25-MAY-07	GUEST SVCS TRA		75.00	0.00	3.42	78.42
	40272182	31-MAY-07	5033A-HSS SOFTW		105.41	8.70	5.19	119.30
	40272258	31-MAY-07	5052A-HARDWARE		33.70	2.78	1.67	38.15
	40297054	31-MAY-07	Accrual-1000A-R	*	3744.05	0.00	170.35	3914.40
	40297635	31-MAY-07	Accrual-1210A-M	*	1123.22	0.00	51.11	1174.33
	40297633	31-MAY-07	Accrual-1800A-R	*	1722.26	0.00	78.36	1800.62
			Sub Total		6955.99	11.48	317.04	7284.51
JUN-2007	21028347	22-JUN-07	TRIPREWARDS 5%		22.65	0.00	0.68	23.33
	3008704	25-JUN-07	NOV 2006 NT AUD		289.08	0.00	8.68	297.76
	30087955	25-JUN-07	NOV 2006 NT AUD		219.70	0.00	6.60	226.30
	40299553	30-JUN-07	5033A-HSS SOFTW		105.41	8.70	3.42	117.53
	40318694	30-JUN-07	Accrual-1000A-R	*	3611.60	0.00	108.34	3719.94
	40299497	30-JUN-07	5052A-HARDWARE		33.70	2.78	1.10	37.58
	40318692	30-JUN-07	Accrual-1210A-M	*	1083.48	0.00	32.50	1115.98
	40318693	30-JUN-07	Accrual-1800A-R	*	1661.34	0.00	49.84	1711.18
			Sub Total		7026.96	11.48	211.16	7249.60
JUL-2007	40324984	31-JUL-07	5033A-HSS SOFTW		105.41	8.70	1.65	115.76
	40324848	31-JUL-07	5052A-HARDWARE		33.70	2.78	0.53	37.01
	40346901	31-JUL-07	Accrual-1000A-R	*	5646.00	0.00	81.87	5727.87

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## ITEMIZED STATEMENT

Customer No : 04703-13718-01-DAY  
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 As of Date: 22-OCT-2007

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	40346041	31-JUL-07	Accrual-1210A-M *		1593.80	0.00	24.56	1718.36
	40346046	31-JUL-07	Accrual-1800A-R *		2597.16	0.00	37.66	2634.82
			Sub Total		19076.07	11.48	146.27	10233.82
AUG-2007	40374010	31-AUG-07	Accrual-1800A-R *		1977.52	0.00	0.00	1977.52
	40351633	31-AUG-07	5052A-HARDWARE		33.70	2.78	0.00	36.48
	40371817	31-AUG-07	Accrual-1000A-R *		4298.95	0.00	0.00	4298.95
	40373014	31-AUG-07	Accrual-1210A-M *		1289.69	0.00	0.00	1289.69
	40351706	31-AUG-07	5033A-HSS SOFTW		105.41	8.70	0.00	114.11
			Sub Total		7795.27	11.48	0.00	7716.75
SEP-2007	30107226	14-SEP-07	2008 ALLIANCE D		486.00	0.00	0.00	486.00
	21037980	22-SEP-07	TRIPREWARDS 5%C		15.25	0.00	0.00	15.25
	40392238	30-SEP-07	Accrual-1000A-R *		4262.85	0.00	0.00	4262.85
	40377899	30-SEP-07	5033A-HSS SOFTW		105.41	8.70	0.00	114.11
	40377833	30-SEP-07	5052A-HARDWARE		33.70	2.78	0.00	36.48
	40393438	30-SEP-07	Accrual-1210A-M *		1278.86	0.00	0.00	1278.86
	40394438	30-SEP-07	Accrual-1800A-R *		1960.91	0.00	0.00	1960.91
			Sub Total		8142.98	11.48	0.00	8154.46
			Grand Total		138044.24	578.84	15606.05	154229.13

Requested By: Nisreen Faddoul

Report Date : 22-OCT-07

ITEMIZED STATEMENT  
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\* Please note the accruals on your account are estimates.  
Make sure to promptly submit your actual gross room revenue and rooms sold.

\*\*\*\*\* END OF REPORT \*\*\*\*\*